of insanity from the operation of the Act. But in view of the sweeping provisions of sec. 4, which allows "any person who owes debts except a corporation" to become a voluntary bankrupt, such construction seems a narrow one. It may be observed, too, that Congress, in enacting sec. 8, evidently contemplated in certain cases the performance by the lunatic's committee of the acts required of a bankrupt by sec. 7. The discussion of this question by the court, however, indicates what appears to be the real nature of the whole question. It is not primarily one of the power of the court in lunacy and of the committee, but of the objects and policy of the Bankruptcy Act. It would seem to be a sound policy to hold that lunacy does not prevent a man from receiving the benefits of a discharge in bankruptcy.

FOREIGN LAW IN DOMESTIC CONTRACTS. — Though contracts are made every day between citizens or subjects of different states, and questions under them are continually arising, the law that is to govern the determination of their validity is not yet well settled; in fact, the decisions are hopelessly at variance. In recent years there have been frequent intimations in the cases that the law which should govern is the law that the parties intend. In the latest case involving the question, the Judicial Committee of the Privy Council has squarely affirmed this view. The plaintiff, who lived in the Island of Jersey, made there a contract of insurance with the resident agent of the Sun Fire Office. The contract contained a stipulation for arbitration in accordance with the English Arbitration Act. Agreements for arbitration are invalid by the law of Jersey. It was held that the English law was the law intended by the parties; and that it therefore governed the validity of the contract. *Spurrier* v. *La Cloche*, [1902] A. C. 446. The decision reflects the present tendency in the English Courts, and in the Supreme Court of the United States. *In re Missouri S. S. Co.*, 42 Ch. D. 321; *Liverpool, etc., Steam Co.* v. *Phenix Ins. Co.*, 129 U. S. 397. The view, moreover, is current among Continental writers. See GUTHRIE'S SAVIGNY, PRI. INTERNAT. LAW, § 372, note A. Authority, however, up to the present time is not weighty; and it is submitted that the view held is erroneous in theory.

It is a fundamental principle that any act has effect and gives rise to an obligation, only because some law declares that it shall do so; and it is obvious that the only law that can effectively so declare is the law of the place where the act is done. When the parties in the principal case signed their names to a printed document, if any right arose, it was because the law of Jersey said that signing names to such a printed document gave rise to a contract of insurance. By the law of Jersey, however, the stipulation regarding arbitration was void, and therefore did not give rise to any right. Though such a stipulation was valid by the law of England, this particular one could not gain any force from that fact, for the law of England could not act upon it in Jersey. Those who favor the rule that the intention of the parties should govern, argue, however, that when parties contract with reference to the law of England, it is the same as if the law of England were written in as a condition of the contract. This argument is specious, but unsound. It is true that if the law of Jersey did not forbid an agreement for arbitration, and if it was the law of England that in a contract such as that in the principal case arbitration could be had, an express or

clearly implied declaration that the contract was made with reference to the law of England would have the same effect as the insertion of an agreement to arbitrate. Conversely it follows that if an agreement of that kind inserted *in ipsis verbis* would be ineffective because forbidden by the law, an insertion of the same matter under the name of the law of England could have no greater effect. The difficulty of the courts seems to have arisen from a failure to note that though, as an aid to interpretation, it may be valuable to know what law the parties intended to have govern the contract, the matter of interpretation must be kept distinct from the effect of the contract after it has been interpreted.

CONSTITUTIONALITY OF CLASSIFICATION OF CITIES. — Two recent decisions in Ohio have prominently brought up again the question which attracted so much attention last year in the Pennsylvania "Ripper Cases," namely, whether by classifying cities a special law can be passed in the guise of a general law. The Ohio Constitution provides that "the General Assembly shall pass no special act giving corporate powers." Since the adoption of the constitution it seems that the legislature of Ohio has classified cities according to population into eleven classes. REV. ST. OH. § 1546 ff. In these classes it has isolated each of the eleven principal cities of the state. The Supreme Court, departing from its previous acquiescence in such legislation, decided that in view of the trivial differences in population between the cities it could not regard the present classification as based on any real or supposed differences in local requirements, and that therefore the laws under it are special and unconstitutional. *State* v. *Jones*, 64 N. E. Rep. 424; *State* v. *Beacom*, 64 N. E. Rep. 427.

It must be admitted that classification of some sort is necessary. This was early recognized by the courts. *State* v. *Brewster*, 39 Oh. St. 653; *Wheeler* v. *Philadelphia*, 77 Pa. St. 338. The great differences of human situation and necessity demand it. A city needs to be treated differently from a village. Moreover a city of twenty thousand persons needs, conceivably, different treatment from one of five hundred thousand. But the question is, how far is this differentiation to be allowed? Can a city of one hundred thousand be honestly viewed as in a different class from one of one hundred and one thousand? The solution would seem to depend upon whether all cities having such a difference of population would *ipso facto* be in a different situation; for logically, classification should be based upon a characteristic of the cities that will of its own nature indicate a substantial difference of need as regards the law to be enacted. This principle has been recognized. *State* v. *Hammer*, 42 N. J. Law 435, 440. But even granting the propriety of the rule, a very difficult question arises in its application, — whether the legislature or the courts shall determine what difference is sufficient. On this point, though most courts assume their power to review in some degree the decision of the legislature, the authorities are in conflict. *Commonwealth* v. *Moir*, 199 Pa. St. 534; *contra*, *Van Riper* v. *Parsons*, 40 N. J. Law 1.

Undoubtedly the decisions in favor of the legislature are correct in holding that the motives of the legislature should in no event be looked into or questioned by the judiciary. But if these constitutional provisions are to be enforced at all, it seems clear that the courts must be allowed to look into the intent of the legislature. They must be allowed to establish whether the